



DEPARTMENT OF DEFENSE

DEFENSE ACQUISITION UNIVERSITY
OFFICE OF THE PRESIDENT
9820 BELVOIR ROAD
FORT BELVOIR, VA 22060-5565

MEMORANDUM OF UNDERSTANDING BETWEEN DEFENSE ACQUISITION UNIVERSITY AND JACOBS TECHNOLOGY INC.

1. The purpose of the Memorandum of Understanding (MOU) is to establish a strategic, cooperative relationship between the Defense Acquisition University (DAU) and Jacobs Technology Inc. (Jacobs) and to define the scope and framework of the relationship.
2. DAU is one of the nation's most honored corporate training institutions. It is leading the transformation of the Defense Acquisition Workforce through cutting-edge curriculum development and innovative delivery of learning resources. Jacobs Technology is the advanced technology division of the Jacobs Engineering Group, one of the largest engineering and technical services-only companies in the world.
3. The goal of this cooperative relationship is to promote the understanding and improvement of services acquisition practices that will enhance government and industry communication, collaboration, and effectiveness on government programs in today's highly challenging environment. To that end, this strategic partnership will seek to identify cooperative opportunities that are mutually beneficial to both parties and to provide resources in support of their respective missions.
4. DAU is responsible for development and delivery of training for the acquisition workforce in an extremely dynamic and fast-paced environment. Although facilities for DAU training courses and events are available at Fort Belvoir, Virginia, and aboard Marine Corps Base (MCB) Quantico, Virginia, distance, availability, size, and configuration of existing facility resources may not always align with training event sponsor schedules, convenience for students, and other DAU commitments. In order to support the DAU mission and optimize use of our facilities to serve government workforce training and development, Jacobs may offer alternative classroom/meeting spaces for DAU and government-sponsored training events at our Quantico Operations conference facility.

5. Based on availability, Jacobs will provide classroom/meeting spaces for DAU mission assistance, fee-for-service, and rapid deployment instructional courses and presentations at no cost to DAU or government sponsors. Course and event announcements, advertising, registration, and administration are the responsibility of DAU or the government sponsor.

a. Reservations. Jacobs Quantico Operations serves a client base at MCB Quantico and our facilities are primarily for the use of our customers and their respective project activities. Although we cannot guarantee space availability for all DAU and government-sponsored training events, submission of requests for classroom/meeting space *as far in advance as possible* will improve the likelihood of a firm reservation. DAU Equivalency Program providers may request reservations through DAU, but no special consideration for private entities is implied through this agreement and facility and resource usage fees may apply.

(1) Reservation Requests. Requests for reserved classroom/conference space shall be made in advance to via email to Mr. Paul Lee (paul.leejr@jacobs.com) *and* to Ms. Judy Peterson (judy.peterson@jacobs.com) by DAU personnel or their authorized representatives. Requests should include:

- DAU or government sponsor point of contact (POC) name, agency and title, email address, and primary and alternate phone numbers;
- Dates and hours requested;
- Training course or topic;
- Audio-visual (A/V) equipment and Information Technology (IT) needs;
- Number of attendees; and
- Desired classroom/meeting space configuration (tables and chairs, chairs only, etc.).

Assignment of classroom/meeting space, equipment, and resources will be at the discretion of Jacobs, based on availability, ease of access, and ease of use. A written notification of space availability, reservation status, and equipment/resources to be provided by Jacobs will be sent via return email to the requesting DAU or government sponsor within five (5) working days. Any special instructions on classroom arrangement (configuration of tables and chairs) are the responsibility of the sponsor and should be provided to Jacobs POCs no less than 24 hours in advance of class or event start.

(2) Cancellations. Reservation cancellations for training events should be made by the DAU or government POC as far in advance as possible by contacting Jacobs personnel responsible for reservations. Cancellation requests should clearly identify the sponsor, training course or topic, and the inclusive dates for the cancelled training event. If an event is postponed or rescheduled by DAU or the government sponsor, a new reservation request must be submitted per instructions in paragraph 5(a)1. If Jacobs must cancel a reservation, a minimum of forty-five (45) days advance notice will be provided to DAU or the government sponsor, and every effort will be made to negotiate alternative available dates for the training event.

b. Facility Access and Security. DAU will conduct training events during routine working hours, Monday through Friday, and as specified in the reservation request. Unless prior arrangements have been made between DAU or the government sponsor and Jacobs, no evening or weekend access to facilities will be provided. Additionally, DAU and government sponsors will allocate a minimum of ten (10) minutes at the inception of each training event for Jacobs personnel to provide a short security and safety brief to instructors and students relative to emergency evacuation procedures, off-limits areas of the facility, use of kitchen and restroom facilities, security of personal property, and general 'house rules' on parking, smoking, and courtesy to other tenants and users. Any issues related to individual student or sponsor compliance with Jacobs safety and security rules and procedures will be resolved between on-site DAU representatives and Jacobs management or through negotiation between DAU leadership and Jacobs management.

c. Equipment and Resources. In response to specified needs, Jacobs will provide suitable meeting space for the duration of training events, A/V and IT equipment and support, and assistance with classroom/meeting space preparation. DAU agrees to the exclusive use of Jacobs personnel for set-up and operation of all Jacobs A/V and IT equipment for training events conducted in Jacobs facilities. DAU and/or the government sponsor will be responsible for equipment and resources not provided by Jacobs, and for daily maintenance of classroom/meeting space including disposal of trash and removal of all personal and non-Jacobs property.

6. Although no special provision for admission of Jacobs personnel to DAU or government-sponsored training courses and events conducted at Jacobs facilities is included or implied in this agreement, DAU instructors and sponsors will consider admission of Jacobs employees for any available class seats in keeping with standard DAU admission policies. Jacobs agrees to ensure employee availability and commitment

to course completion for any admissions granted to its employees at course inception. Jacobs employees admitted to training courses conducted in Jacobs facilities will be provided with full enrollment privileges and a certificate of completion in accordance with DAU policies for industry participants in DAU courses.

7. Jacobs agrees to provide facilities and resources for training events under this agreement at no cost to DAU and government sponsors, but reserves the right to charge usage fees to private entities (DAU Equivalency Program providers) referred by DAU.

8. Jacobs shall not be liable for any bodily injury to DAU personnel or students, or for damage, theft, or loss of DAU or personal property arising from the use of Jacobs facilities.

9. Jacobs classroom/meeting spaces are not approved for classified meetings, discussions, presentations, or materials. Security and protection of sensitive information or materials are the responsibility of DAU.

10. DAU agrees to notify Jacobs in advance if foreign nationals will be attending DAU training courses or events in Jacobs' facilities. Foreign nationals may be required to register with the Jacobs security manager and, based upon concurrent activities in our conference center, access to classroom/meeting spaces may be denied.

11. DAU and Jacobs understand that to reap benefits from this cooperative relationship, there must be ongoing interaction and communication. However, it is mutually agreed that all discussions that occur through this cooperative engagement shall be conducted in a non-attribution environment so as to encourage the free flow of ideas and recommendations.

12. DAU and Jacobs may use the other party's name or logo in published materials (e.g., website and publications) specifically only to reference this agreement or contact information and hyperlinks to the other party. Any and all marketing, promotional, or publications materials developed pursuant to this agreement prepared or developed by one party must be reviewed and approved in writing by the other party prior to use of any such materials. Neither party shall use the name or marks of the other party in connection with any product, service, promotion, news release or other publicity, without the prior written consent of the party whose name or likeness may be under consideration.

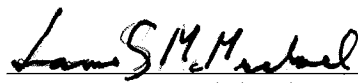
13. As this strategic partnership evolves and specific opportunities for additional partnering and collaboration are identified in each organization's programs, this MOU will be updated with addenda that will reflect bilateral or multilateral agreements as appropriate.

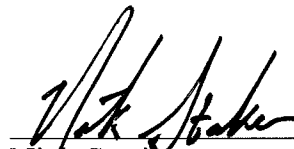
14. No agreements concerning the transfer or exchange of any asset of either party is intended or implied by this memorandum. DAU and Jacobs are separate and independent institutions, and by this agreement both will continue to operate as separate institutions. Each organization contributes resources voluntarily with all costs absorbed by the participating organization, and neither party will have liability to the other for matters related to this MOU. Furthermore, each organization acknowledges that its participation in this MOU does not constitute an endorsement of any product, enterprise, or activity of the other.

15. To provide appropriate oversight to this relationship, DAU and Jacobs will assess the progress and benefits made to each organization under the terms of this MOU on an annual basis, and will jointly establish goals and objectives for the coming year. DAU and Jacobs each agree to participate voluntarily, and either party may terminate this agreement by providing the other with sixty (60) days prior written notice. Following a notice of termination, the other may request a review and discussion of modification toward the end of continuing this agreement. The parties agree to participate in such a review and discussion in a reasonable manner, provided, however, failure to do so or to reach resolution shall not affect the termination of this agreement as stated in the given notice.

16. The administrators of DAU and Jacobs are authorized to sign, prepare, and implement plans of actions and procedures necessary to effect this agreement.

Agreed:

 6/22/2010
James S. McMichael (Date)
Vice President
Defense Acquisition University

 22 JUN 2010
Nick Starika (Date)
Vice President
Jacobs Advanced Systems Group